

1 Jason E. Barsanti (CA Bar No. 235807)

2 jason.barsanti@mbtlaw.com

3 **MECKLER BULGER TILSON**

4 **MARICK & PEARSON LLP**

5 575 Market Street, Suite 2200

6 San Francisco, CA 94105

7 Tel: (415) 644-0914

8 Fax: (415) 644-0978

9 Michelle Lee Flores (CA Bar No. 166737)

10 mflores@cozen.com

11 **COZEN O'CONNOR**

12 601 S. Figueroa Street, Suite 3700

13 Los Angeles, CA 90017

14 Tel: (213) 892-7900

15 Fax: (213) 902-9069

16 *Attorneys for Defendants*

17 *CARGILL INCORPORATED and*

18 *CARGILL ANIMAL NUTRITION*

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

JOAN WILKINS; individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

v.

CARGILL, INCORPORATED, an
unknown business entity; CARGILL
ANIMAL NUTRITION, an unknown
business entity; CERRI FEED & PET
SUPPLY, LLC, a California limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No. 2:15-cv-02818-ODW-JEM

**DEFENDANTS' ANSWER TO
CLASS ACTION COMPLAINT
FOR DAMAGES**

Complaint Filed: March 4, 2015

Trial Date: _____

1 PLEASE TAKE NOTICE that Defendants Cargill, Incorporated and Cargill
2 Animal Nutrition ("Cargill Defendants"),¹ answer Plaintiff's Class Action
3 Complaint for Damages as follows:
4

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6 **JURISDICTION AND VENUE**
7

8
9 1. This class action is brought pursuant to the California Code of Civil
10 Procedure section 382. The monetary damages and restitution sought by Plaintiff
11 exceeds the minimal jurisdiction limits of the Superior Court and will be
12 established according to proof at trial. The "amount in controversy" for the named
13 Plaintiff, including claims for compensatory damages, restitution, penalties, wages,
14 premium pay, and pro rata share of attorneys' fees, is less than seventy-five
thousand dollars (\$75,000).

15 **ANSWER:** The Cargill Defendants admit that Plaintiff purports to bring
16 this lawsuit as a class action. The Cargill Defendants further admit that the
17 amount put in controversy by Plaintiff's Complaint with respect to
18 Plaintiff's individual claims and pro rata share of attorneys' fees is less than
19 seventy-five thousand dollars. Except as specifically admitted the Cargill
20 Defendants deny the allegations of paragraph 1.
21
22

23
24 2. This Court has jurisdiction over this action pursuant to the California
25 Constitution, Article VI, Section 10, which grants the superior court "original

26
27 ¹ Defendant Cargill Animal Nutrition is erroneously sued as a separate business
28 entity. Cargill Animal Nutrition is not a separate corporate entity of any nature,
but instead is a business unit of Defendant Cargill, Incorporated.

1 jurisdiction in all other causes" except those given by statute to other courts. The
2 statutes under which this action is brought do not specify any other basis for
3 jurisdiction.

4 **ANSWER:** The Cargill Defendants admit that the United States District
5 Court for the Central District of California has jurisdiction over this action.
6 Except as specifically admitted, the Cargill Defendants deny the allegations
7 of paragraph 2.
8
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10

11 3. This Court has jurisdiction over Defendants because, upon
12 information and belief, Defendants are citizens of California, have sufficient
13 minimum contacts in California, or otherwise intentionally avail themselves of the
14 California market so as to render the exercise of jurisdiction over them by the
15 California courts consistent with traditional notions of fair play and substantial
16 justice.

17 **ANSWER:** The Cargill Defendants deny that they are citizens of California.
18 Cargill Animal Nutrition denies that this Court has personal jurisdiction over
19 it as it is not a legal entity subject to suit. Cargill, Incorporated admits that
20 this Court has personal jurisdiction over it. Except as specifically admitted
21 the Cargill Defendants deny the allegations of paragraph 3.
22
23
24

25 4. Venue is proper in this Court because, upon information and belief,
26 Defendants maintain offices, have agents, employ individuals, and/or transact
27 business in the State of California, County of Los Angeles. Moreover, Defendant
28 CARGILL, INCORPORATED's agent for service of process is located in the State
of California, County of Los Angeles.

1 **ANSWER:** The Cargill Defendants admit that venue is proper in this
2 District pursuant to 28 U.S.C. 1441. Cargill, Incorporated further admits
3 that its registered agent for service of process maintains an office in the State
4 of California, County of Los Angeles. The Cargill Defendants deny the
5 remaining allegations of paragraph 4 and further explicitly do not waive
6 their right to seek a transfer of venue pursuant to 28 U.S.C. § 1404.
7
8

9
10 **PARTIES**

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12 5. Plaintiff JOAN WILKINS is an individual residing in the State of
13 California.

14 **ANSWER:** The Cargill Defendants admit the allegations of paragraph 5.
15

16
17 6. Defendant CARGILL, INCORPORATED, at all times herein
18 mentioned, was and is, upon information and belief, an unknown business entity,
19 and at all times herein mentioned, an employer whose employees are engaged
20 throughout the State of California.

21 **ANSWER:** Cargill, Incorporated admits that it is a corporation and, further
22 pleading, admits that it employs employees in the State of California.
23 Except as specifically admitted, Cargill, Incorporated denies the allegations
24 of paragraph 6.
25

26
27 7. Defendant CARGILL ANIMAL NUTRITION at all times herein
28 mentioned, was and is, upon information and belief, an unknown business entity,

1 and at all times herein mentioned, an employer whose employees are engaged
2 throughout the State of California.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 7.
4
5

6 8. Defendant CERRI FEED & SUPPLY, LLC, at all times herein
7 mentioned, was and is, upon information and belief, a California limited liability
8 company, and at all times herein mentioned, an employer whose employees are
engaged throughout the State of California.

9 **ANSWER:** The Cargill Defendants deny that Cerri Feed & Supply, LLC
10 was, during the entire statutory period alleged in Plaintiff's Complaint, a
11 California limited liability company. The Cargill Defendants lack
12 knowledge or information sufficient to form a belief about the truth of the
13 remaining allegations of paragraph 8.
14
15
16

17 9. At all relevant times, CARGILL, INCORPORATED, CARGILL
18 ANIMAL NUTRITION and CERRI FEED & SUPPLY, LLC were the "employer"
19 of Plaintiff within the meaning of all applicable California state laws and statutes.

20 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 9.
21
22

23 10. At all times herein relevant, Defendants CARGILL,
24 INCORPORATED, CARGILL ANIMAL NUTRITION, CERRI FEED &
25 SUPPLY, LLC and DOES 1 through 100, and each of them, were the agents,
26 partners, joint venturers, joint employers, representatives, servants, employees,
27 successors-in-interest, co-conspirators and assigns, each of the other, and at all
28 times relevant hereto were acting within the course and scope of their authority as
such agents, partners, joint venturers, joint employers, representatives, servants,
employees, successors, co-conspirators and assigns, and all acts or omissions

1 alleged herein were duly committed with the ratification, knowledge, permission,
2 encouragement, authorization and consent of each defendant designated herein.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 10.
4
5

6 11. The true names and capacities, whether corporate, associate,
7 individual or otherwise, of defendants DOES 1 through 100, inclusive, are
8 unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is
9 informed and believes, and based on that information and belief alleges, that each
10 of the defendants designated as a DOE is legally responsible for the events and
11 happenings referred to in this Complaint, and unlawfully caused the injuries and
12 damages to Plaintiff and the other class members as alleged in this Complaint.
13 Plaintiff will seek leave of court to amend this Complaint to show the true names
14 and capacities when the same have been ascertained.

15 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 11.
16
17

18 12. Defendant CARGILL, INCORPORATED, CARGILL ANIMAL
19 NUTRITION CERRI FEED & SUPPLY, LLC and DOES 1 through 100 will
20 hereinafter collectively be referred to as "Defendants."
21

22 **ANSWER:** The Cargill Defendants admit that Plaintiff states her intention
23 to refer to Cargill, Incorporated, Cargill Animal Nutrition, Cerri Feed and
24 Supply, LLC, and DOES 1 through 100 collectively as "Defendants."
25
26 Except as specifically admitted, the Cargill Defendants deny the allegations
27 of paragraph 12.
28

13. Plaintiff further alleges that Defendants directly or indirectly
controlled or affected the working conditions, wages, working hours, and
conditions of employment of Plaintiff and the other class members so as to make

1 each of said defendants employers and employers liable under the statutory
2 provisions set forth herein.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 13.

4
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6 **CLASS ACTION ALLEGATIONS**

7 14. Plaintiff brings this action on her own behalf and on behalf of all other
8 members of the general public similarly situated, and, thus, seeks class certification
9 under Code of Civil Procedure section 382.

10 **ANSWER:** The Cargill Defendants admit that Plaintiff purports to bring
11 this lawsuit as a class action on her own behalf and on behalf of all other
12 members of the general public similarly situated. The Cargill Defendants
13 deny that this lawsuit is appropriate for maintenance as a class action or for
14 class certification. Except as specifically admitted, the Cargill Defendants
15 deny the allegations of paragraph 14.

16
17
18 15. The proposed class is defined as follows:

19
20 All current and former hourly-paid or non-exempt employees
21 who worked for any of the Defendants within the State of
22 California at any time during the period from four years
23 preceding the filing of this Complaint to final judgment.

24 **ANSWER:** The Cargill Defendants admit that Plaintiff purports to bring
25 this lawsuit as a class action on behalf of a class as defined in paragraph 15.
26 The Cargill Defendants deny that this lawsuit is appropriate for maintenance
27 as a class action or for class certification pursuant to Plaintiff's proffered
28

1 definition and/or in any other respect. Except as specifically admitted, the
2 Cargill Defendants deny the allegations of paragraph 15.
3
4

5 16. Plaintiff reserves the right to establish subclasses as appropriate.

6 **ANSWER:** The Cargill Defendants admit that Plaintiff purports to reserve
7 the right to establish but denies that any class or subclasses are appropriate
8 in this action. Except as specifically admitted the Cargill Defendants deny
9 the allegations of paragraph 16.
10
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13 17. The class is ascertainable and there is a well-defined community of
14 interest in the litigation:

- 15 a. **Numerosity:** The class members are so numerous that joinder of all
16 class members is impracticable. The membership of the entire class is
17 unknown to Plaintiff at this time; however, the class is estimated to be
18 greater than seventy-five (75) individuals and the identity of such
19 membership is readily ascertainable by inspection of Defendants'
20 employment records.
- 21 b. **Typicality:** Plaintiff's claims are typical of all other class members' as
22 demonstrated herein. Plaintiff will fairly and adequately protect the
23 interests of the other class members with whom she has a well-defined
24 community of interest.
- 25 c. **Adequacy:** Plaintiff will fairly and adequately protect the interests of
26 each class member, with whom she has a well-defined community of
27 interest and typicality of claims, as demonstrated herein. Plaintiff has
28 no interest that is antagonistic to the other class members. Plaintiff's
attorneys, the proposed class counsel, are versed in the rules
governing class action discovery, certification, and settlement.
Plaintiff has incurred, and during the pendency of this action will
continue to incur, costs and attorneys' fees, that have been, are, and
will be necessarily expended for the prosecution of this action for the
substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

ANSWER: The Cargill Defendants deny the allegations of paragraph 17 and each of the subparts thereof.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;

- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other ^{class} members are entitled to compensatory damages pursuant to the California Labor Code.

ANSWER: The Cargill Defendants deny the allegations of paragraph 18 and each of the subparts thereof.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

ANSWER: The Cargill Defendants deny that they employed Plaintiff. Cargill, Incorporated admits that it employs persons other than Plaintiff in the State of California as hourly-paid non-exempt employees. Except as specifically admitted the Cargill Defendants deny the allegations of paragraph 19.

1 20. Defendants, jointly and severally, employed Plaintiff as an hourly-
2 paid, nonexempt employee, from approximately August 2012 to approximately
3 March 2013, in the State of California.

4 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 20.

5
6 21. Defendants hired Plaintiff and the other class members and classified
7 them as hourly-paid or non-exempt, and failed to compensate them for all hours
8 worked, missed meal periods and/or rest breaks.

9 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 21.

10
11
12 22. Defendants had the authority to hire and terminate Plaintiff and the
13 other class members; to set work rules and conditions governing Plaintiff's and the
14 other class members' employment and to supervise their daily employment
activities.

15 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 20
16 with respect to Plaintiff. Cargill, Incorporated admits that it has the
17 authority to hire and terminate its California employees and to set work rules
18 and conditions governing its California employees' employment and to
19 supervise the daily employment activities of its California employees.
20
21 Except as specifically admitted the Cargill Defendants deny the allegations
22 of paragraph 22.
23
24
25

26 23. Defendants exercised sufficient authority over the terms and
27 conditions of Plaintiff's and the other class members' employment for them to be
28 joint employers of Plaintiff and the other class members.

1 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 23.

2
3
4 24. Defendants directly hired and paid wages and benefits to Plaintiff and
5 the other class members.

6 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 24
7 with respect to Plaintiff. Cargill, Incorporated admits that it hired and paid
8 the wages of its California employees. Except as specifically admitted the
9 Cargill Defendants deny the allegations of paragraph 24.
10

11
12 25. Defendants continue to employ hourly-paid or non-exempt employees
13 within the State of California.

14 **ANSWER:** Cargill, Incorporated admits that it continues to employ hourly-
15 paid non-exempt employees in the State of California. Except as
16 specifically admitted the Cargill Defendants deny the allegations of
17 paragraph 25.
18
19

20
21 26. Plaintiff and the other class members worked over eight (8) hours in a
22 day, and/or forty (40) hours in a week during their employment with Defendants.

23 **ANSWER:** Cargill, Incorporated admits that some of its employees in the
24 State of California have worked over eight (8) and/or forty (40) hours in
25 some workweeks during their employment. Except as specifically admitted
26 the Cargill Defendants deny the allegations of paragraph 26.
27
28

1 27. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants engaged in a uniform policy and systematic scheme of wage abuse
3 against their hourly-paid or non-exempt employees within the State of California,
4 This scheme involved, inter alia, failing to pay them for all hours worked, missed
meal periods and rest breaks in violation of California law.

5 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 27.
6
7

8 28. Plaintiff is informed and believes, and based thereon alleges, that
9 Defendants knew or should have known that Plaintiff and the other class members
10 were entitled to receive certain wages for overtime compensation and that they
were not receiving wages for overtime compensation.

11 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 28.
12
13

14 29. Plaintiff is informed and believes, and based thereon alleges, that
15 Defendants failed to provide Plaintiff and the other class members the required rest
16 and meal periods during the relevant time period as required under the Industrial
17 Welfare Commission Wage Orders and thus they are entitled to any and all
applicable penalties.

18 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 29.
19
20

21 30. Plaintiff is informed and believes, and based thereon alleges, that
22 Defendants knew or should have known that Plaintiff and the other class members
23 were entitled to receive all meal periods or payment of one additional hour of pay
24 at Plaintiff's and the other class member's regular rate of pay when a meal period
25 was missed, and they did not receive all meal periods or payment of one additional
hour of pay at Plaintiff's and the other class member's regular rate of pay when a
meal period was missed.

26 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 30.
27
28

1 31. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants knew or should have known that Plaintiff and the other class members
3 were entitled to receive all rest periods or payment of one additional hour of pay at
4 Plaintiff's and the other class member's regular rate of pay when a rest period was
5 missed, and they did not receive all rest periods or payment of one additional hour
6 of pay at Plaintiff's and the other class members' regular rate of pay when a rest
7 period was missed.

8
9 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 31.
10
11

12 32. Plaintiff is informed and believes, and based thereon alleges, that
13 Defendants knew or should have known that Plaintiff and the other class members
14 were entitled to receive at least minimum wages for compensation and that they
15 were not receiving at least minimum wages for all hours worked.

16 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 32.
17
18

19 33. Plaintiff is informed and believes, and based thereon alleges, that
20 Defendants knew or should have known that Plaintiff and the other class members
21 were entitled to receive all wages owed to them upon discharge or resignation,
22 including overtime, minimum wages, meal and rest period premiums, and they did
23 not, in fact, receive all such wages owed to them at the time of their discharge or
24 resignation.

25 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 33.
26
27

28 34. Plaintiff is informed and believes, and based thereon alleges, that
Defendants knew or should have known that Plaintiff and the other class members
were entitled to receive all wages owed to them during their employment. Plaintiff
and the other class members did not receive payment of all wages, including
overtime and minimum wages and meal and rest period premiums, within any time
permissible under California Labor Code section 204.

ANSWER: The Cargill Defendants deny the allegations of paragraph 34.

1 35. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants knew or should have known that Plaintiff and the other class members
3 were entitled to receive complete and accurate wage statements in accordance with
4 California law, but, in fact, they did not receive complete and accurate wage
5 statements from Defendants. The deficiencies included, inter alia, the failure to
6 include the total number of hours worked by Plaintiff and the other class members.

7
8 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 35.

9 36. Plaintiff is informed and believes, and based thereon alleges, that
10 Defendants knew or should have known that Defendants had to keep complete and
11 accurate payroll records for Plaintiff and the other class members in accordance
12 with California law, but, in fact, did not keep complete and accurate payroll
13 records.

14
15 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 36.

16 37. Plaintiff is informed and believes, and based thereon alleges, that
17 Defendants knew or should have known that Plaintiff and the other class members
18 were entitled to reimbursement for necessary business-related expenses.

19
20 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 37.

21 38. Plaintiff is informed and believes, and based thereon alleges, that
22 Defendants knew or should have known that they had a duty to compensate
23 Plaintiff and the other class members pursuant to California law, and that
24 Defendants had the financial ability to pay such compensation, but willfully,
25 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff
26 and the other class members that they were properly denied wages, all in order to
27 increase Defendants' profits.

28 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 38.

1 39. At all material times set forth herein, Defendants failed to pay
2 overtime wages to Plaintiff and the other class members for all hours worked.
3 Plaintiff and the other class members were required to work more than eight (8)
4 hours per day and/or forty (40) hours per week without overtime compensation.

5 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 39.
6

7 40. At all material times set forth herein, Defendants failed to provide the
8 requisite uninterrupted meal and rest periods to Plaintiff and the other class
9 members.

10 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 40.
11

12 41. At all material times set forth herein, Defendants failed to pay
13 Plaintiff and the other class members at least minimum wages for all hours
14 worked.

15 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 41.
16

17
18 42. At all material times set forth herein, Defendants failed to pay
19 Plaintiff and the other class members all wages owed to them upon discharge or
20 resignation.

21 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 42.
22

23 43. At all material times set forth herein, Defendants failed to pay
24 Plaintiff and the other class members all wages within any time permissible under
25 California law, including, inter alia, California Labor Code section 204.

26 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 43.
27
28

1 44. At all material times set forth herein, Defendants failed to provide
2 complete or accurate wage statements to Plaintiff and the other class members.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 44.
4

5
6 45. At all material times set forth herein, Defendants failed to keep
7 complete or accurate payroll records for Plaintiff and the other class members.

8 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 45.
9

10 46. At all material times set forth herein, Defendants failed to reimburse
11 Plaintiff and the other class members for necessary business-related expenses and
12 costs.

13 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 46.
14

15
16 47. At all material times set forth herein, Defendants failed to properly
17 compensate Plaintiff and the other class members pursuant to California law in
18 order to increase Defendants' profits.

19 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 47.
20

21 48. California Labor Code section 218 states that nothing in Article 1 of
22 the Labor Code shall limit the right of any wage claimant to "sue directly . . . for
23 any wages or penalty due to him [or her] under this article."

24 **ANSWER:** The Cargill Defendants admit that California Labor Code
25 section 218 states "[N]othing in this article shall limit the authority of the
26 district attorney of any county or prosecuting attorney of any city to
27 prosecute actions, either civil or criminal, for violations of this article or to
28

1 enforce the provisions thereof independently and without specific direction
 2 of the division. Nothing in this article shall limit the right of any wage
 3 claimant to sue directly or through an assignee for any wages or penalty due
 4 him under this article.” Except as specifically admitted the Cargill
 5 Defendants deny the allegations of paragraph 48.
 6
 7

8 **FIRST CAUSE OF ACTION**

9
 10 **(Violation of California Labor Code §§ 510 and 1198)**
 11 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
 12 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

13 49. Plaintiff incorporates by reference the allegations contained in
 14 paragraphs 1 through 48, and each and every part thereof with the same force and
 effect as though fully set forth herein.

15 **ANSWER:** The Cargill Defendants incorporate by reference each of their
 16 responses to paragraphs 1 through 48 and each and every part thereof with
 17 the same force and effect as though fully set forth herein.
 18
 19

20 50. California Labor Code section 1198 and the applicable Industrial
 21 Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ
 22 persons without compensating them at a rate of pay either time-and-one-half or
 23 two-times that person's regular rate of pay, depending on the number of hours
 worked by the person on a daily or weekly basis, including any incentive pay.

24 **ANSWER:** The Cargill Defendants admit that California Labor Code
 25 section 1198 and the IWC Wage Orders mandate that some employees are
 26 legally entitled to receive overtime pay based on the number of hours
 27
 28

1 worked in a day and/or in a week. Except as specifically admitted the
2 Cargill Defendants deny the allegations of paragraph 50.
3
4

5 51. Specifically, the applicable IWC Wage Order provides that
6 Defendants are and were required to pay Plaintiff and the other class members
7 employed by Defendants, and working more than eight (8) hours in a day or more
8 than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours
9 worked in excess of eight (8) hours in a day or more than forty (40) hours in a
workweek.

10 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 51.
11
12

13 52. The applicable IWC Wage Order further provides that Defendants are
14 and were required to pay Plaintiff and the other class members overtime
15 compensation at a rate of two times their regular rate of pay for all hours worked in
excess of twelve (12) hours in a day.

16 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 52.
17
18

19 53. California Labor Code section 510 codifies the right to overtime
20 compensation at one-and-one-half times the regular hourly rate for hours worked in
21 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight
22 (8) hours worked on the seventh day of work, and no overtime compensation at
twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
day or in excess of eight (8) hours in a day on the seventh day of work.

23 **ANSWER:** The Cargill Defendants admit that California Labor Code
24 section 510 codifies some employee's right to overtime compensation at the
25 rates and under the circumstances set forth therein. Except as specifically
26 admitted the Cargill Defendants deny the allegations of paragraph 53.
27
28

1 54. During the relevant time period, Plaintiff and the other class members
2 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
3 a week.

4 **ANSWER:** The Cargill Defendants admit that, within the four years
5 predating the filing of the instant Complaint, Plaintiff worked, in some
6 workweeks, in excess of eight (8) hours in a day and/or in excess of forty
7 (40) hours in a workweek. Further pleading, the Cargill Defendants admit
8 that Cargill, Incorporated employees in California worked, in some
9 workweeks, in excess of eight (8) hours in a day and/or in excess of forty
10 workweeks, in excess of eight (8) hours in a day and/or in excess of forty
11 (40) hours in a workweek. Except as specifically admitted the Cargill
12 Defendants deny the allegations of paragraph 54.
13

14
15
16 55. During the relevant time period, Defendants intentionally and
17 willfully failed to pay overtime wages owed to Plaintiff and the other class
18 members, including failing to properly calculating the overtime rate.

19 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 55.
20

21 56. Defendants' failure to pay Plaintiff and the other class members the
22 unpaid balance of overtime compensation, as required by California laws, violates
23 the provisions of California Labor Code sections 510 and 1198, and is therefore
24 unlawful.

25 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 56.
26
27
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1 without providing the employee with a meal period of not less than thirty (30)
2 minutes, except that if the total work period per day of the employee is no more
3 than six (6) hours, the meal period may be waived by mutual consent of both the
4 employer and employee.

5 **ANSWER:** The Cargill Defendants admit that the IWC Wage Orders and
6 California Labor Code section 512(a) set forth the circumstances under
7 which some employees employed in California are entitled to meal periods
8 as set forth therein. Except as specifically admitted the Cargill Defendants
9 deny the allegations of paragraph 59.
10

11
12 60. At all relevant times, the applicable IWC Wage Order and California
13 Labor Code section 512(a) further provide that an employer may not require, cause
14 or permit an employee to work for a work period of more than ten (10) hours per
15 day without providing the employee with a second uninterrupted meal period of
16 not less than thirty (30) minutes, except that if the total hours worked is no more
17 than twelve (12) hours, the second meal period may be waived by mutual consent
18 of the employer and the employee only if the first meal period was not waived.

19 **ANSWER:** The Cargill Defendants admit that the IWC Wage Orders and
20 California Labor Code section 512(a) set forth the circumstances under
21 which some employees employed in California are entitled to meal periods
22 as set forth therein. Except as specifically admitted the Cargill Defendants
23 deny the allegations of paragraph 60.
24

25
26 61. During the relevant time period, Plaintiff and the other class members
27 who were scheduled to work for a period of time no longer than six (6) hours, and
28 who did not waive their legally-mandated meal periods by mutual consent, were

1 required to work for periods longer than five (5) hours without an uninterrupted
2 meal period of not less than thirty (30) minutes and/or rest period.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 61.
4
5

6 62. During the relevant time period, Plaintiff and the other class members
7 who were scheduled to work for a period of time in excess of six (6) hours were
8 required to work for periods longer than five (5) hours without an uninterrupted
meal period of not less than thirty (30) minutes and/or rest period.

9 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 62.
10
11

12 63. During the relevant time period, Defendants intentionally and
13 willfully required Plaintiff and the other class members to work during meal
14 periods and failed to compensate Plaintiff and the other class members the full
meal period premium for work performed during meal periods.

15 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 63.
16
17

18 64. During the relevant time period, Defendants failed to pay Plaintiff and
19 the other class members the full meal period premium due pursuant to California
Labor Code section 226.7.

20 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 64.
21
22

23 65. Defendants' conduct violates applicable IWC Wage Order and
24 California Labor Code sections 226.7 and 512(a).

25 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 65.
26
27
28

1 66. Pursuant to applicable IWC Wage Order and California Labor Code
2 section 226.7(b), Plaintiff and the other class members are entitled to recover from
3 Defendants one additional hour of pay at the employee's regular rate of
4 compensation for each work day that the meal or rest period is not provided.

5 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 66.

6
7 **THIRD CAUSE OF ACTION**
8 **(Violation of California Labor Code § 226.7)**
9 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
10 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

11 67. Plaintiff incorporates by reference the allegations contained in
12 paragraphs 1 through 66, and each and every part thereof with the same force and
13 effect as though fully set forth herein.

14 **ANSWER:** The Cargill Defendants incorporate by reference each of their
15 responses to paragraphs 1 through 66 and each and every part thereof with
16 the same force and effect as though fully set forth herein.

17
18 68. At all times herein set forth, the applicable IWC Wage Order and
19 California Labor Code section 226.7 were applicable to Plaintiff's and the other
20 class members' employment by Defendants.

21 **ANSWER:** The Cargill Defendants deny that they employed Plaintiff.
22 Cargill, Incorporated admits that it has employed individuals in California to
23 whom the provisions of California Labor Code section 226.7 and certain
24 IWC Wage Orders applied. Except as specifically admitted the Cargill
25 Defendants deny the allegations of paragraph 68.
26
27
28

1 69. At all relevant times, California Labor Code section 226.7 provides
2 that no employer shall require an employee to work during any rest period
3 mandated by an applicable order of the California IWC.

4 **ANSWER:** The Cargill Defendants admit that the California Labor Code
5 section 226.7 sets forth requirements with respect to rest periods mandated
6 by the IWC Wage Orders as set forth therein. Except as specifically
7 admitted the Cargill Defendants deny the allegations of paragraph 69.
8

9
10 70. At all relevant times, the applicable IWC Wage Order provides that
11 [e]very employer shall authorize and permit all employees to take rest periods,
12 which insofar as practicable shall be in the middle of each work period" and that
13 the "rest period time shall be based on the total hours worked daily at the rate of
14 ten **(10)** minutes net rest time per four (4) hours or major fraction thereof" unless
the total daily work time is less than three and one-half (3 1/2) hours.

15 **ANSWER:** The Cargill Defendants admit that the IWC Wage Orders set
16 forth requirements with respect to rest periods as set forth therein. Except as
17 specifically admitted the Cargill Defendants deny the allegations of
18 paragraph 70.
19

20
21
22 71. During the relevant time period, Defendants required Plaintiff and
23 other class members to work four (4) or more hours without authorizing or
24 permitting a ten (10) minute rest period per each four (4) hour period worked.

25 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 71.
26

27 72. During the relevant time period, Defendants willfully required
28 Plaintiff and the other class members to work during rest periods and failed to pay

1 Plaintiff and the other class members the full rest period premium for work
2 performed during rest periods.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 72.
4
5

6 73. During the relevant time period, Defendants failed to pay Plaintiff and
7 the other class members the full rest period premium due pursuant to California
8 Labor Code section 226.7.

9 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 73.
10

11 74. Defendants' conduct violates applicable IWC Wage Orders and
12 California Labor Code section 226.7.

13 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 74.
14
15

16 75. Pursuant to the applicable IWC Wage Orders and California Labor
17 Code section 226.7(b), Plaintiff and the other class members are entitled to recover
18 from Defendants one additional hour of pay at the employees' regular hourly rate
19 of compensation for each work day that the rest period was not provided.

20 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 75.
21

22 **FOURTH CAUSE OF ACTION**
23 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**
24 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
25 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

26 76. Plaintiff incorporates by reference the allegations contained in
27 paragraphs 1 through 75, and each and every part thereof with the same force and
28 effect as though fully set forth herein.

1 **ANSWER:** The Cargill Defendants incorporate by reference each of their
2 responses to paragraphs 1 through 75 and each and every part thereof with
3 the same force and effect as though fully set forth herein.
4

5
6 77. At all relevant times, California Labor Code sections 1194, 1197, and
7 1197.1 provide that the minimum wage to be paid to employees, and the payment
8 of a lesser wage than the minimum so fixed is unlawful.

9 **ANSWER:** The Cargill Defendants admit that California Labor Code
10 sections 1194, 1197, and 1197.1 set certain requirements for a minimum
11 mandatory wage payable to certain employees as set forth therein. Except as
12 specifically admitted the Cargill Defendants deny the allegations of
13 paragraph 77.
14

15
16
17 78. During the relevant time period, Defendants failed to pay minimum
18 wage to Plaintiff and the other class members as required, pursuant to California
19 Labor Code sections 1194, 1197, and 1197.1.

20 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 78.
21

22
23 79. Defendants' failure to pay Plaintiff and the other class members the
24 minimum wage as required violates California Labor Code sections 1194, 1197,
25 and 1197.1. Pursuant to those sections Plaintiff and the other class members are
26 entitled to recover the unpaid balance of their minimum wage compensation as
27 well as interest, costs, and attorney's fees, and liquidated damages in an amount
28 equal to the wages unlawfully unpaid and interest thereon.

29 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 79.

1 **ANSWER:** The Cargill Defendants admit that California Labor Code
2 sections 201 and 202 set forth certain requirements for payment of wages to
3 employees whose employment terminates as set forth therein. Except as
4 specifically admitted the Cargill Defendants deny the allegations of
5 paragraph 83.
6

7
8
9 84. During the relevant time period, Defendants intentionally and
10 willfully failed to pay Plaintiff and the other class members who are no longer
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72)
12 hours of their leaving Defendants' employ.

13 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 84.
14

15 85. Defendants' failure to pay Plaintiff and the other class members who
16 are no longer employed by Defendants' their wages, earned and unpaid, within
17 seventy-two (72) hours of their leaving Defendants' employ, is in violation of
18 California Labor Code sections 201 and 202.

19 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 85.
20

21 86. California Labor Code section 203 provides that if an employer
22 willfully fails to pay wages owed, in accordance with sections 201 and 202, then
23 the wages of the employee shall continue as a penalty from the due date thereof at
24 the same rate until paid or until an action is commenced; but the wages shall not
25 continue for more than thirty (30) days.

26 **ANSWER:** The Cargill Defendants admit that California Labor Code
27 section 203 sets forth certain requirements regarding payment of wages upon
28

1 an employee's termination as set forth therein. Except as specifically
 2 admitted the Cargill Defendants deny the allegations of paragraph 86.
 3
 4

5 87. Plaintiff and the other class members are entitled to recover from
 6 Defendants the statutory penalty wages for each day they were not paid, up to a
 7 thirty (30) day maximum pursuant to California Labor Code section 203.

8 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 87.
 9
 10

11 **SIXTH CAUSE OF ACTION**
 12 **(Violation of California Labor Code § 204)**
 13 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
 14 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

15 88. Plaintiff incorporates by reference the allegations contained in
 16 paragraphs 1 through 87, and each and every part thereof with the same force and
 17 effect as though fully set forth herein.

18 **ANSWER:** The Cargill Defendants incorporate by reference each of their
 19 responses to paragraphs 1 through 87 and each and every part thereof with
 20 the same force and effect as though fully set forth herein.
 21

22 89. At all times herein set forth, California Labor Code section 204
 23 provides that all wages earned by any person in any employment between the 1st
 24 and 15th days, inclusive, of any calendar month, other than those wages due upon
 25 termination of an employee, are due and payable between the 16th and the 26th
 26 day of the month during which the labor was performed.

27 **ANSWER:** The Cargill Defendants admit that California Labor Code
 28 section 204 sets forth certain requirements for the payment of certain

1 employees as set forth therein. Except as specifically admitted the Cargill
2 Defendants deny the allegations of paragraph 89.
3
4

5 90. At all times herein set forth, California Labor Code section 204
6 provides that all wages earned by any person in any employment between the 16th
7 and the last day, inclusive, of any calendar month, other than those wages due upon
8 termination of an employee, are due and payable between the 1st and the 10th day
9 of the following month.

10 **ANSWER:** The Cargill Defendants admit that California Labor Code
11 section 204 sets forth certain requirements for the payment of certain
12 employees as set forth therein. Except as specifically admitted the Cargill
13 Defendants deny the allegations of paragraph 90.
14
15

16 91. At all times herein set forth, California Labor Code section 204
17 provides that all wages earned for labor in excess of the normal work period shall
18 be paid no later than the payday for the next regular payroll period.

19 **ANSWER:** The Cargill Defendants admit that California Labor Code
20 section 204 sets forth certain requirements for the payment of certain
21 employees as set forth therein. Except as specifically admitted the Cargill
22 Defendants deny the allegations of paragraph 91.
23
24

25 92. During the relevant time period, Defendants intentionally and
26 willfully failed to pay Plaintiff and the other class members all wages due to them,
27 within any time period permissible under California Labor Code section 204.

28 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 92.

1 93. Plaintiff and the other class members are entitled to recover all
2 remedies available for violations of California Labor Code section 204.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 93.
4

5
6 **SEVENTH CAUSE OF ACTION**
7 **(Violation of California Labor Code § 226(a))**
8 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
9 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

10 94. Plaintiff incorporates by reference the allegations contained in
11 paragraphs 1 through 93, and each and every part thereof with the same force and
12 effect as though fully set forth herein.

13 **ANSWER:** The Cargill Defendants incorporate by reference each of their
14 responses to paragraphs 1 through 93 and each and every part thereof with
15 the same force and effect as though fully set forth herein.
16

17 95. At all material times set forth herein, California Labor Code section
18 226(a) provides that every employer shall furnish each of his or her employees an
19 accurate itemized statement in writing showing (1) gross wages earned, (2) total
20 hours worked by the employee, (3) the number of piece-rate units earned and any
21 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
22 deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
24 dates of the period for which the employee is paid, (7) the name of the employee
25 and his or her social security number, (8) the name and address of the legal entity
26 that is the employer, and (9) all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate by the
28 employee. The deductions made from payments of wages shall be recorded in ink
or other indelible form, properly dated, showing the month, day, and year, and a
copy of the statement or a record of the deductions shall be kept on file by the
employer for at least three years at the place of employment or at a central location
within the State of California.

1 **ANSWER:** The Cargill Defendants admit that California Labor Code
2 section 226(a) sets forth certain requirements governing itemized wage
3 statements that must be provided by employers to employees as set forth
4 therein. Except as specifically admitted the Cargill Defendants deny the
5 allegations of paragraph 95.
6
7
8

9 96. Defendants have intentionally and willfully failed to provide Plaintiff
10 and the other class members with complete and accurate wage statements. The
11 deficiencies include, but are not limited to: the failure to include the total number
12 of hours worked by Plaintiff and the other class members.

13 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 96.
14
15

16 97. As a result of Defendants' violation of California Labor Code section
17 226(a), Plaintiff and the other class members have suffered injury and damage to
18 their statutorily-protected rights.

19 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 97.
20
21

22 98. More specifically, Plaintiff and the other class members have been
23 injured by Defendants' intentional and willful violation of California Labor Code
24 section 226(a) because they were denied both their legal right to receive, and their
25 protected interest in receiving, accurate and itemized wage statements pursuant to
26 California Labor Code section 226(a).

27 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 98.
28

1 99. Plaintiff and the other class members are entitled to recover from
2 Defendants the greater of their actual damages caused by Defendants' failure to
3 comply with California Labor Code section 226(a), or an aggregate penalty not
4 exceeding four thousand dollars per employee.

5 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 99.

6
7 100. Plaintiff and the other class members are also entitled to injunctive
8 relief to ensure compliance with this section, pursuant to California Labor Code
9 section 226(g).
10

11
12 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 100.
13

14
15 **EIGHTH CAUSE OF ACTION**
16 **(Violation of California Labor Code § 1174(d))**
17 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
18 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

19 101. Plaintiff incorporates by reference the allegations contained in
20 paragraphs 1 through 100, and each and every part thereof with the same force and
21 effect as though fully set forth herein.

22 **ANSWER:** The Cargill Defendants incorporate by reference each of their
23 responses to paragraphs 1 through 100 and each and every part thereof with
24 the same force and effect as though fully set forth herein.
25

26
27 102. Pursuant to California Labor Code section 1174(d), an employer shall
28 keep, at a central location in the state or at the plants or establishments at which
employees are employed, payroll records showing the hours worked daily by and

1 the wages paid to, and the number of piece-rate units earned by and any applicable
2 piece rate paid to, employees employed at the respective plants or establishments.
3 These records shall be kept in accordance with rules established for this purpose by
4 the commission, but in any case shall be kept on file for not less than two years.

5 **ANSWER:** The Cargill Defendants admit that California Labor Code
6 section 1174(d) sets forth certain requirements under which employers must
7 maintain certain employment records as set forth therein. Except as
8 specifically admitted the Cargill Defendants deny the allegations of
9 paragraph 102.
10

11
12 103. Defendants have intentionally and willfully failed to keep accurate
13 and complete payroll records showing the hours worked daily and the wages paid,
14 to Plaintiff and the other class members.

15 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 103.
16
17

18 104. As a result of Defendants' violation of California Labor Code section
19 1174(d), Plaintiff and the other class members have suffered injury and damage to
20 their statutorily-protected rights.

21 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 104.
22
23

24 105. More specifically, Plaintiff and the other class members have been
25 injured by Defendants' intentional and willful violation of California Labor Code
26 section 1174(d) because they were denied both their legal right and protected
interest, in having available, accurate and complete payroll records pursuant to
California Labor Code section 1174(d).

27 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 105.
28

1 **NINTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2800 and 2802)**
3 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
4 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

5 106. Plaintiff incorporates by reference the allegations contained in
6 paragraphs 1 through 105, and each and every part thereof with the same force and
7 effect as though fully set forth herein.

8 **ANSWER:** The Cargill Defendants incorporate by reference each of their
9 responses to paragraphs 1 through 105 and each and every part thereof with
10 the same force and effect as though fully set forth herein.

11
12 107. Pursuant to California Labor Code sections 2800 and 2802, an
13 employer must reimburse its employee for all necessary expenditures incurred by
14 the employee in direct consequence of the discharge of his or her job duties or in
15 direct consequence of his or her job duties or in direct consequence of his or her
16 obedience to the directions of the employer.

17 **ANSWER:** The Cargill Defendants admit that California Labor Code
18 sections 2800 and 2802 set forth certain requirements with respect to the
19 mandatory reimbursement of certain expenditures to employees as set forth
20 therein. Except as specifically admitted the Cargill Defendants deny the
21 allegations of paragraph 107.
22

23
24 108. Plaintiff and the other class members incurred necessary business-
25 related expenses and costs that were not fully reimbursed by Defendants.

26 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 108.
27
28

1
2 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 112.

3
4
5 113. A violation of California Business & Professions Code section 17200,
6 et seq. may be predicated on the violation of any state or federal law. In this instant
7 case, Defendants' policies and practices of requiring employees, including Plaintiff
8 and the other class members, to work overtime without paying them proper
9 compensation violate California Labor Code sections 510 and 1198. Additionally,
10 Defendants' policies and practices of requiring employees, including Plaintiff and
11 the other class members, to work through their meal and rest periods without
12 paying them proper compensation violate California Labor Code sections 226.7
and 512(a). Moreover, Defendants' policies and practices of failing to timely pay
wages to Plaintiff and the other class members violate California Labor Code
sections 201, 202 and 204. Defendants also violated California Labor Code
sections 226(a) and 1174(d).

13 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 113.

14
15
16 114. As a result of the herein described violations of California law,
17 Defendants unlawfully gained an unfair advantage over other businesses.

18 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 114.

19
20
21 115. Plaintiff and the other class members have been personally injured by
22 Defendants' unlawful business acts and practices as alleged herein, including but
not necessarily limited to the loss of money and/or property.

23 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 115.

24
25
26 116. Pursuant to California Business & Professions Code sections 17200,
27 et seq., Plaintiff and the other class members are entitled to restitution of the wages
28 withheld and retained by Defendants during a period that commences from four
years preceding the filing of this complaint; an award of attorneys' fees pursuant to

1 California Code of Civil procedure section 1021.5 and other applicable laws; and
 2 an award of costs.

3 **ANSWER:** The Cargill Defendants deny the allegations of paragraph 116.
 4
 5

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, individually, and on behalf of other members of the general public
 8 similarly situated, requests a trial by jury.

9
 10 **ANSWER:** The Cargill Defendants admit that Plaintiff has requested a trial
 11 by jury. The Cargill Defendants deny that Plaintiff or any allegedly
 12 similarly situated individual has a right to a trial by jury on each of its claims
 13 set forth herein. Except as specifically admitted the Cargill Defendants deny
 14 the allegations set forth in Plaintiff's Demand for Jury Trial.
 15
 16

17 **AFFIRMATIVE DEFENSES**

18 **First Defense**

19
 20 As a separate defense to the Complaint and to each of Plaintiff's Causes of
 21 Action therein, both on her own behalf and with respect to her claims on behalf of
 22 a putative class, the Cargill Defendants allege that Plaintiff's claims are barred, in
 23 whole or in part, by the applicable statutes of limitations, including but not limited
 24 to California Code of Civil Procedure sections 339, 340, and 343, California Labor
 25 Code section 203, and California Business and Professions Code section 17208.
 26
 27 Plaintiff filed the instant action on March 4, 2015. Plaintiff and putative class
 28

1 members are barred from recovering any of the following: restitution of any kind,
2 including for alleged unpaid overtime wages prior to March 4, 2011; overtime,
3 minimum wage, wage statement damages, and premium payments for missed meal
4 and/or rest periods or other statutory claims prior to March 4, 2012; alleged
5 waiting time penalties prior to March 4, 2012; unreimbursed expenses prior to
6 March 4, 2013, and any other alleged penalties prior to March 4, 2014. Waiting
7 time penalties cease after March 4, 2015, when this suit was filed pursuant to
8 Labor Code 203 and cannot be recovered for any putative class members after that
9 date.
10
11
12

13 **Second Defense**

14 As a separate defense to the Complaint and to each of Plaintiff's Causes of
15 Action therein, both on her own behalf and with respect to her claims on behalf of
16 a putative class, the Cargill Defendants allege that neither Plaintiff nor any
17 member of the putative class is entitled to injunctive relief because an adequate
18 remedy exists at law. Injunctive relief is not necessary on any of the claims where
19 Plaintiff seeks injunctive relief since money damages would be a sufficient
20 remedy.
21
22
23

24 **Third Defense**

25 As a separate defense to the Complaint and to each of Plaintiff's Causes of
26 Action therein, both on her own behalf and with respect to her claims on behalf of
27 a putative class, the Cargill Defendants allege that to the extent that Plaintiff is
28

1 seeking recovery in the form of injunctive relief, such claims are barred with
2 respect to any alleged violations that have been discontinued, ceased, or are not
3 likely to recur. Further pleading, the Cargill Defendants have not violated the law
4 with respect to any of the claims in the Complaint. As such, injunctive relief is not
5 appropriate, as any alleged violations are “not likely to occur.”
6
7
8

9 **Fourth Defense**

10 As a separate defense to the Complaint and to each of Plaintiff’s Causes of
11 Action therein, both on her own behalf and with respect to her claims on behalf of
12 a putative class, the Cargill Defendants allege that Plaintiff’s claims for penalties
13 under California Labor Code section 203 is barred because any nonpayment of
14 wages alleged in the Complaint was not willful and/or there is a good faith dispute
15 as to whether Plaintiff and/or the other putative class members were owed any
16 wages. The Cargill Defendants had no knowledge of any unpaid wages or
17 uncompensated work. To the extent that the Cargill Defendants had any duty to
18 compensate Plaintiff, and they deny any such duty, Plaintiff never advised the
19 Cargill Defendants that she was owed any wages prior to her employment’s
20 termination. Likewise, no other putative class member advised that they were
21 owed monies prior to their last date of employment. As such, waiting time
22 penalties cannot be ordered as any alleged violation of the wage payment statutes
23
24
25
26
27
28

1 was not willful and/or there was a good faith dispute as to whether any wages
2 were owed.

3 4 **Fifth Defense**

5 As a separate defense to the Complaint and to each of Plaintiff's Causes of
6 Action therein, both on her own behalf and with respect to her claims on behalf of
7 a putative class, the Cargill Defendants allege that any recovery on Plaintiff's
8 Complaint is barred or diminished to the extent that Plaintiff or any putative class
9 member failed to mitigate any damages. To the extent that the Cargill Defendants
10 had a duty to compensate Plaintiff, and they deny any such duty, Plaintiff and/or
11 the other putative class members never advised the Cargill Defendants that they
12 were owed wages, expense reimbursement, or payment of any kind. Plaintiff and
13 other putative class members failed to note any discrepancies or inaccuracies on
14 their payroll verification reports. The Cargill Defendants had no reason to know of
15 any alleged uncompensated work, missed, late or interrupted meal or rest breaks,
16 unpaid business expenses, or any money owed for any reason. By remaining silent
17 and delaying bringing this claim, Plaintiff and/or the other putative class members
18 failed to mitigate their damages, if any, to Defendants' prejudice.

19 20 21 22 23 **Sixth Defense**

24 As a separate defense to the Complaint and to each of Plaintiff's Causes of
25 Action therein, both on her own behalf and with respect to her claims on behalf of
26 a putative class, the Cargill Defendants allege that any recovery on Plaintiff's
27
28

1 Complaint is barred, in whole or in part, to the extent that Plaintiff and the
2 putative class members, by reason of their acts, conduct and/or omissions, have
3 waived, settled, or released their rights, if any, to obtain the relief sought in the
4 Complaint. Plaintiff and other putative class members have waived the right to
5 recover by failing to notify the Cargill Defendants of any alleged uncompensated
6 time, any uncompensated business expenses, any alleged missed, late or
7 interrupted meal or rest breaks, by failing to notify the Cargill Defendants of any
8 discrepancies or inaccuracies on their payroll verification reports, and by failing to
9 promptly notify the Cargill Defendants that they were owed any sums. Plaintiff
10 and the other putative class members' claims for meal and rest breaks are waived
11 to the extent of any meal or rest breaks which they voluntarily waived to the
12 extent permitted by law. Furthermore, putative class members' claims are barred
13 to the extent that they were released in whole or in part by settlement, release, and
14 accord and satisfaction based on the prior settlements.

15 **Seventh Defense**

16 As a separate defense to the Complaint and to each of Plaintiff's Causes of
17 Action therein, both on her own behalf and with respect to her claims on behalf of
18 a putative class, the Cargill Defendants allege that any recovery on Plaintiff's
19 Complaint is barred, in whole or in part, to the extent that Plaintiff, by reason of
20 her acts, conduct and/or omissions, is estopped from obtaining the relief sought in
21 the Complaint. Plaintiff and/or other putative class members failed to note any

1 discrepancies or inaccuracies on their payroll verification reports, stating that their
2 time punches were correct, and that they had been provided with all required
3 breaks. Plaintiff and/or other putative class members never alleged prior to their
4 leaving their employment that they were owed any monies of any kind. The
5 employer was entitled to rely on Plaintiff's conduct and that of the other putative
6 class members. Plaintiff and/or other putative class members also failed to notify
7 the Cargill Defendants of her/their claims for reimbursement of expenses. Plaintiff
8 and/or other putative class members are estopped from seeking reimbursement of
9 such expenses by their failure to follow relevant policies requiring prompt
10 submission of requests for business expenses. An employer cannot be responsible
11 for paying expenses of which it has no knowledge.

12 **Eighth Defense**

13
14 As a separate defense to the Complaint and to each of Plaintiff's Causes of
15 Action therein, both on her own behalf and with respect to her claims on behalf of
16 a putative class, the Cargill Defendants allege that all or portions of Plaintiff's
17 claims are barred, in whole or in part, by the doctrine of laches. During the relevant
18 time period, the Cargill Defendants maintained legally-compliant policies which
19 included, but were not limited to, policies regarding overtime, compensation,
20 business expense reimbursement, timekeeping, wage statements and records, and
21 meal and rest periods. To the extent that Plaintiff and/or members of the putative
22 class Plaintiff purports to represent failed to complain during their employment

1 about alleged violations of the law, such persons are now barred from seeking
2 relief based on the doctrine of laches. Plaintiff and/or the other putative class
3 members delayed unreasonably in bringing their claims and in filing suit. The
4 Cargill Defendants suffered prejudice or injuries as a result of the delay due to the
5 passage of time and diminution of memories, turnover of employees who might be
6 potential witnesses, and to the extent that any relevant records as to work activities,
7 hours, breaks, and expenses were lost or destroyed.

10 **Ninth Defense**

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12 As a separate defense to the Complaint and to each of Plaintiff's Causes of
13 Action therein, both on her own behalf and with respect to her claims on behalf of
14 a putative class, the Cargill Defendants allege that all or portions of Plaintiff's
15 claims are barred, in whole or in part, by the doctrines of unclean hands and
16 avoidable consequences. During the relevant time period, the Cargill Defendants
17 maintained legally-compliant policies which included, but were not limited to,
18 policies regarding overtime, compensation, business expense reimbursement,
19 timekeeping, wage statements and records, and meal and rest periods. To the extent
20 Plaintiff and/or members of the putative class Plaintiff purports to represent are
21 seeking compensation for time or expenses incurred in violation of policy or which
22 they failed to promptly report in violation of established company policy, such
23 claims are barred by the doctrines of unclean hands and/or avoidable
24 consequences.

1 **Twelfth Defense**

2 As a separate defense to the Complaint and to each of Plaintiff's Causes of
3 Action therein, both on her own behalf and with respect to her claims on behalf of
4 a putative class, the Cargill Defendants allege that, without conceding any
5 violation of law, any time spent by Plaintiff and/or putative class members beyond
6 their compensated workweek, for any unpaid wages including for overtime, meal
7 or rest breaks, was *de minimis*. Employees cannot recover for otherwise
8 compensable time if the time is *de minimis*. To the extent Plaintiff and/or the other
9 putative class members are claiming they are entitled to compensation for periods
10 of up to ten minutes per day, assuming, *arguendo*, that the Cargill Defendants were
11 made aware of such time, such time worked would be *de minimis* and therefore not
12 recoverable.
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17 **Thirteenth Defense**

18 As a separate defense to the Complaint and to each of Plaintiff's Causes of
19 Action therein, both on her own behalf and with respect to her claims on behalf of
20 a putative class, the Cargill Defendants allege that, in the event Plaintiff and/or
21 other putative class members failed to take meal breaks or rest breaks to which
22 they were entitled and offered, this decision was a voluntary decision on their part
23 to waive such breaks. If Plaintiff or other putative class members claim that they
24 performed work for which they did not record their time properly, such work was
25 completely voluntary on their part. To the extent that Plaintiff or others worked
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1 outside of their scheduled hours, or worked overtime without authorization or
2 knowledge of the Cargill Defendants, this would be contrary to company policies
3 and a completely voluntary action on their part, precluding recovery. The employer
4 is not liable for any work that it did not know about or authorize.
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7 **Fourteenth Defense**

8 As a separate defense to the Complaint and to each of Plaintiff's Causes of
9 Action therein, both on her own behalf and with respect to her claims on behalf of
10 a putative class, the Cargill Defendants allege that the Complaint and each cause of
11 action set forth therein, or some of them, are barred by the doctrine of collateral
12 estoppel and/or res judicata insofar as individual putative class members Plaintiff
13 seeks to represent have litigated or will litigate issues raised by the Complaint prior
14 to adjudication of those issues in this action.
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17 **Fifteenth Defense**

18 As a separate defense to the Complaint and to each of Plaintiff's Causes of
19 Action therein, both on her own behalf and with respect to her claims on behalf of
20 a putative class, the Cargill Defendants allege that they are entitled to an offset
21 against any relief due Plaintiff and/or those persons she seeks to represent, to the
22 extent of any monies owed to the Cargill Defendants, including, but not limited to,
23 any overpayments made to Plaintiff and/or those persons she seeks to represent,
24 any payment of one hour of wages for employees who did not receive a meal
25 break, but who had validly waived their right to a meal break, such as those who
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1 worked 6 hours or less in a day. Furthermore, to the extent Plaintiff and/or other
2 putative class members were paid for time not worked, and/or paid expense
3 reimbursement in excess of expenses recoverable under Labor Code section 2802,
4 the Cargill Defendants are be entitled to an offset against any monies found owing
5 for work performed, missed breaks, and/or unreimbursed expenses.
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7 **Sixteenth Defense**

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9 As a separate defense to the Complaint and to each of Plaintiff's Causes of
10 Action therein, both on her own behalf and with respect to her claims on behalf of
11 a putative class, the Cargill Defendants allege that Plaintiff lacks standing to sue
12 for all claims for which she had suffered no injury in fact, such as contentions that
13 she is entitled to overtime, premium pay and business expense reimbursement
14 when she in fact had no such injuries. She also lacks standing to sue on behalf of
15 all putative class members. Plaintiff has no standing to pursue claims for injunctive
16 relief because as a former employee, she has no stake in the outcome of any
17 request for prospective injunctive relief, and lacks standing. In addition, since the
18 Cargill Defendants did not violate any legal rights of Plaintiff in any regard,
19 Plaintiff lacks standing to sue on her own behalf or on behalf of a class for any of
20 the claims alleged.
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25 **PRAYER**

26 WHEREFORE, the Cargill Defendants request judgment as follows:
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28 1. That Plaintiff take nothing by reason of her Complaint;

1 2. That judgment be entered in favor of the Cargill Defendants and against
2 Plaintiff;

3
4 3. That the Cargill Defendants recover attorney's fees and costs of suit
5 pursuant to Fed. R. Civ. P. Rule 11, Cal. Labor Code section 218.5, 28 U.S.C.
6 section 1927, and the court's inherent power to award sanctions; and

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8 4. That the Court award the Cargill Defendants such other and/or further
9 relief as the Court deems just and proper.

10
11
12 Dated: April 23, 2015

By: s/ Jason E. Barsanti
One of the Attorneys for Defendants

13
14 Jason E. Barsanti (CA Bar No. 235807)
15 jason.barsanti@mbtlaw.com
16 **MECKLER BULGER TILSON**
17 **MARICK & PEARSON LLP**
575 Market Street, Suite 2200
San Francisco, CA 94105
Tel: (415) 644-0914
Fax: (415) 644-0978

18
19
20 Michelle Lee Flores (CA Bar No. 166737)
21 mflores@cozen.com
22 **COZEN O'CONNOR**
601 S. Figueroa Street, Suite 3700
Los Angeles, CA 90017
Tel: (213) 892-7900
Fax: (213) 902-9069

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed via the Electronic Case Filing (“ECF”) system in the United States District Court of the Central District of California and was served on all parties registered for e-filing in this matter on April 23, 2015

s/ Jason E. Barsanti

Jason E. Barsanti